

# Contract User Guide for GRO30

## GRO30: Prime Grocers Statewide Contract

UPDATED: July 24, 2018

<b>Contract #:</b>	GRO30
<b>MMARS MA #:</b>	GRO30*
<b>Initial Contract Term:</b>	January 1, 2013 – December 31, 2015
<b>Maximum End Date:</b>	One (1) – three (3) year extension to December 31, 2018
<b>Current Contract Term:</b>	January 1, 2016 –December 31, 2018
<b>Contract Manager:</b>	Betty Fernandez – 617-720-3133 <a href="mailto:Betty.Fernandez@state.ma.us">Betty.Fernandez@state.ma.us</a>
<b>This Contract Contains:</b>	Environmentally Preferable Products (EPP), Supplier Diversity Program (SDP) and Prompt Pay Discount (PPD)
<b>UNSPSC Codes:</b>	50 19 00 Prepared and preserved Foods

\*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

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### Contract Summary

This is a Statewide Contract for Prime Grocers. This statewide contract does provide various selections of groceries/food products that includes and is not limited to: canned goods, cereals, meats, frozen foods, pasta, specialty foods, fruits & vegetables-non-organic and organic etc. and other identified products within the contractor's monthly market basket order guide.

The contract does promote the Massachusetts laws and directives aimed at the purchasing of locally grown products, as well as more nutritional, pesticide free produce and products wherever possible.

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**Nutritional Standards** — Executive Order (EO) 509 is a directive signed by the Governor that requires state agencies that provide a package of services, which include foods beverages, to clients who are dependent on the state to follow specific nutrition standards when contracting for the purchase of foods and beverages. To ensure compliance please refer to the Executive Order 509 <http://www.mass.gov/eohhs/docs/dph/mass-in-motion/eo509-state-agency-food-standards.pdf> for detailed information.

## Benefits and Cost Savings

Statewide contracts are an easy way to obtain benefits for your organization by leveraging the Commonwealth's buying power, solicitation process, contracting expertise, vendor management and oversight, and the availability of environmentally preferable products.

The statewide contract provides a market basket list of the most commonly used grocery items with available pricing on a monthly basis. The benefits and potential cost savings are as follows:

- Pricing - The identified market basket grocery items have fixed pricing identified by each contractor in their monthly food order guide.
- Competitive Pricing – The Strategic Sourcing Services Team (SSST) has renewed with the contract with two (2) contractors Performance Group and US Foodservice who provided the most competitive pricing for the identified market basket items.
- Monthly Food Order Guides are made available each month on the COMMBUYS website <https://www.commbuys.com/bso/> as an attachment for each contractor in order for entities to do a cost comparison before placing their food orders.

## Find Bid/Contract Documents

- To find all contract-specific documents, including the Contract User Guide, RFR, specifications, price sheets and other attachments, visit [COMMBUYS.com](http://COMMBUYS.com) and search for GRO30 to find related Master Blanket Purchase Order (MBPO) information.
- To find vendor-specific documents, including price sheets, see links to individual vendor MBPOs on the [Vendor Information](#) page.

## Who Can Use This Contract

### Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

### Eligible Entities

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;

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06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

## Pricing, Quote and Purchase Options

### Purchase Options

Purchases made through this contract will be direct, outright purchases

### Pricing Options

- **Fixed Pricing:** Contract pricing has been negotiated, food order guides are posted on COMMBUYS monthly with pricing information. .

### Product/Service Pricing and Finding Vendor Price Files

Product pricing may be found by referencing and clicking on the vendors PO number available on the [vendor information page](#) or by searching on COMMBUYS website <https://www.commbuys.com/bsa/>.

### Setting up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or [COMMBUYS@state.ma.us](mailto:COMMBUYS@state.ma.us).

*Per **801 CMR 21.00**, Executive Branch Departments must use established statewide contracts for the purchase of commodities and services. Specifically, Executive Departments are required to use OSD's statewide contracts, including designated statewide contracts, if available, for their specific commodity and service needs. Exceptions will only be permitted with prior written approval from the Assistant Secretary for Operational Services, or designee.*

When contacting a vendor on statewide contract, always reference GRO30 to receive contract pricing.

### Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

### How To Purchase From The Contract

#### Directly purchase fixed price items through COMMBUYS

This contract allows buyers to find and quickly purchase specific products/services with pricing within COMMBUYS. In other words, it allows you to create a Release Requisition in COMMBUYS, submit the requisition for approval, and send the vendor a Release Purchase Order.

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Once an item and price has been identified and selected the ordering process is as follows:

- Initiate a new requisition
- Search for an item (Use GRO30) in the description
- Select the vendor you will be placing an order with
- Select the appropriate catalog line
- Enter quantity of line item
- Enter the total price
- Add additional items if needed as required
- Submit for approval

**RPA Release:** This contract has been set up as RPA Release enabled to allow contract users who place reoccurring orders directly with the vendor to capture spend after-the-fact associated with this contract. Contract Managers have carefully selected the contracts that would qualify for RPA Release transactions. Typically this is due to system or process impracticality and/or emergency situations preventing the standard COMMBUYS purchase order processes from being followed to process paper invoices. For more details please consult the COMMBUYS Policy Document.

Once the paper invoice for the goods or services is received by the agency, follow the directions in the [RPA Release Job Aid](#) located at Job Aids for Purchasers when entering the information into COMMBUYS; use below guidance for entering items off of the paper invoice and into a Release Requisition in the “Items” Tab:

1. Follow directions in RPA Release Enabled Requisition Job Aid until you come to the Search field in the “Items tab.”
2. In the “Items” tab Search field, type in the following to get the items: contract description (“GRO30”), and the vendor name.
3. Select the appropriate catalog line; a line has been setup for RPA Release transactions.
4. In the zero dollar line items, accurately fill in the data.
5. Enter accurate invoice numbers in the mandatory Invoice Number field for each item.
6. Attach scanned copies of all records pertaining to order placement (could be an unofficial email quote), the receipt of goods or services, and the final invoice in the “Attachments” section.
7. The final invoice amount should match the Release Requisition total on the Summary tab.

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage and select:

- The *COMMBUYS Requisitions* section, and choose the *How to Create a Release Requisition and Purchase Order (Contract Purchase)* job aid.

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## Product Trials, Pilots, and Demonstrations

Sample products for evaluation - Sample products for evaluation purposes only may be requested by eligible entities using the statewide contract. Sample MUST be provided to requesting departments at no additional cost to the Commonwealth.

## Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor.

## Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [ML - 801 CMR 21](#) defines emergency for procurement purposes. Visit the [Emergency Contact Information for Statewide Contracts](#) list for emergency services related to this contract.

## Shipping/Delivery/Returns

**Delivery:** All deliveries are FOB and no additional delivery charges are allowed. All orders will be processed, confirmed and delivered based on established delivery schedules. The ordering location will define delivery requirements and will establish a mutually agreed upon delivery schedule with Contractors. The Contractor(s) must make delivery of items as requested by the ordering facility. The Contractor(s) must call the facility to schedule a delivery. Any change in the specified delivery schedule requires approval by the ordering facility. The ordering location will determine delivery time and date. Locations may establish weekly, semi-weekly or daily scheduled deliveries. Locations may also schedule individual deliveries when placing the order. Any items not delivered on schedule may be canceled at no cost to the Commonwealth. If the ordering facility must purchase non-delivered items from another source, the contractor must cover any additional costs incurred by the facility for these items.

The Contractor must place grocery products in the delivery location coolers, if applicable, immediately upon delivery. Any spoilage due to non-compliance with this requirement will be returned at the Contractor's expense. Delivery staff must rotate products in the delivery location's freezer upon making a new delivery. Departments are not required to accept any product that is visibly damaged, dented, squeezed or torn. The contractor must replace any item received in unacceptable condition at no cost to the ordering facility.

**Delivery Requirement for the Department of Correction** – The Contractor(s) must meet all Department of Correction security requirements applicable to each facility. Requirements may include, but are not limited to: inspection and search of all delivery vehicles including driver; cab and all contents thereof; locking gas or fuel caps, all drivers must pass a CORI background check no split load deliveries where required; strict delivery time requirements and any other security requirements as deemed necessary by the department or institution. Contractors may be asked to deliver products outside the established delivery schedule to respond to emergency situation.

**“Will call”** - orders are orders that are to be picked up by the contract user within 24 hours of request and the Contractor(s) will provide for “will call” orders if immediate delivery is necessary and the contract user is willing to pick up the order. The Contractor(s) may be asked to provide emergency delivery at no cost to the Commonwealth.

**Order Fill Rates:** The contractor must provide each contract user with a minimum 99% fill rate per month. The fill rates for Food and Nonfood items will be calculated separately. The fill rate for Food items will be calculated for each contract

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user by dividing the number of line items delivered on time by the number of line items scheduled for delivery during that month and multiplying the results by 100. Item substitutions that are accepted by the contract user will contribute towards a higher fill rate but item substitutions that are not accepted by the contract user will reduce the fill rate. If this rate is less than 99%, the contract user will notify the contractor within 15 days after the first day of the following month, that they are invoking the “fill rate credit”. The fill rate for Nonfood items will be calculated for each contract user by dividing the number of line items delivered on time by the number of line items scheduled for delivery during that month and multiplying the results by 100. Back orders will be used in the above calculations if a delivery date was established. If back orders are delivered on time they will contribute towards a higher fill rate but if back orders are late they will reduce the fill rate. If a delivery date is not given for a back order it will be counted against the fill rate. If this rate is less than 99%, the contract user will notify the contractor within 15 days after the first day of the following month, that they are invoking the “fill rate credit”. Failure to meet the stated fill rate will result in a 0.5% credit on the total volume of orders placed in the applicable month by the contract user that is invoking the “fill rate credit”. The contractor will issue that contract user a credit on an invoice for the following month in the amount of the imposed fee. The contractor may appeal to the contract user with documentation showing a justifiable reason for the lower percent that month. The contract user may make an adjustment to the number of line items ordered and recalculate the percent fill rate in the following situations: 1) contractor is unable to obtain the items from its supplier; 2) multiple orders of the same line item in a three day period for that contract user; or 3) The contract user may appeal the contract user decision to the SSST, whose decision will be final.

**Returns:** Contract users may not accept the delivery of any product that is expired or visibly damaged. Product will be inspected within 7 days of receipt of delivery. If a product fails inspection by the receiving facility, the product will be rejected and the contractor(s) must replace it immediately at no additional expense to the facility. Contractor(s) will give a full credit and pick up items incorrectly ordered or delivered within three days of the contract user request. Contract users will notify the contractor(s) within seven (7) days of delivery Contractor(s) will allow for the return of items in unopened, unmarked original packaging.

## Additional Information/FAQs

**Label Specifications:** Any product delivered under this contract must meet FDA label guidelines unless otherwise specified by the ordering facility. Contractor must supply ingredient list and nutritional analysis on their website and/or by providing a nutritional analysis upon request of contract users. Due to the increased incidence of food allergies, contractors may be asked to participate in developing a notification of ingredient changes program during the life of the contract.

**Opportunity Buys:** The contractor will expeditiously facilitate the purchase of any commodity that will be financially beneficial to the Commonwealth. These items or commodities will be referred to as opportunity purchases that manufacturers may offer as an over run, volume discounts or any other circumstances. The contractor will agree to charge the Commonwealth no more than 1.5 % mark-up to make opportunity purchases.

**Other Discounts:** Contractors must pass along any additional discounts available they receive under this statewide contract.

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**Recalls:** The contractor(s) will provide timely (24 hours) notification to all contract users that have ordered and have received a product that has been recalled. The contractor(s) will issue a credit to the user's account for all recalled products. The contractor will be responsible for picking up, replacing product and appropriately disposing of all recalled items at no additional cost to the Commonwealth.

**Inspection:** The contractor(s) must not permit any part of the services called for by this contract to be performed under working conditions that are unsafe or unsanitary. All products furnished under this contract must conform to all local, state and federal sanitation codes. The SSST and its agents reserves the right to inspect contractors', fleet, distribution centers, or any other aspect of the food service operation, with 24 hours' notice to the contractor. Copies of all site inspections by permitting, certifying or licensing divisions of any governmental entity or trade or professional organization, must be forwarded to the SSST, and must include plans of correction addressing deficiencies identified.

### Other Discounts

- **Prompt Pay Discounts:** A discount given to the buyer if paid within a certain time period. These discounts may be found in the [Vendor List and Information](#) section below. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

### If the Needed Product Can Not be Found

If a product cannot be found in price sheet it is recommended to contact the vendor directly to inquire if it is available for purchase on this contract. If the product meets the scope of the product category, the vendor may be able to add it to their product offerings.

If the product is not listed in the scope of the product category, a buyer may contact the Strategic Sourcing Lead to inquire whether the product may be purchased.

# Contract User Guide for GRO30

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## Strategic Sourcing Team Members

Christopher Gendreau  
Stephen Burnett  
Steven Toomey  
Dave Dimeco  
Tina Urato

Dept. of Correction, Milford  
Dept. of Correction, Bridgewater  
Dept. of Correction  
Dept. of Correction  
MEMA- Mass. Emergency Management Agency

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## Vendor List and Information\*

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Discounts (PPD, Dock Delivery, Other)	Percentage mark-up
US Foods	<a href="#">PO-14-1080-OSD01-OSD10-00000000619</a>	VC6000239792 – Vendor Line 4	Matthew T DiGregorio	860 304 5230	<a href="mailto:matthew.digregorio@usfoods.com">matthew.digregorio@usfoods.com</a>	PPD10: 0.35% PPD15: 0.20% PPD20: 0.10%	9.58%
Performance Group	<a href="#">PO-14-1080-OSD01-OSD10-00000001293</a>	VC0000358549 – Vendor Line 1	Agata Beynor	800-388-0257, ext 65464	<a href="mailto:Agata.Beynor@pfgc.com">Agata.Beynor@pfgc.com</a>	PPD10: 0.5% PPD15: 0.5%	9.77%

\*Note that COMMBUYS is the official system of record for vendor contact information.

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